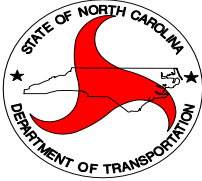


STATE OF NORTH CAROLINA  
**DEPARTMENT OF TRANSPORTATION**



DIVISION 14

**CONTRACT PROPOSAL**  
**SMALL BUSINESS ENTERPRISE**

DATE AND TIME OF BID OPENING: MARCH 12, 2019 AT 2:00 PM  
CONTRACT ID: DN11880202  
WBS ELEMENT NO.: 14RE.205015; 14RE.105015  
FEDERAL AID NO.: STATE FUNDED  
COUNTY: JACKSON  
TIP NO.: N/A  
MILES: VARIES  
ROUTE NO.: VARIES  
LOCATION: VARIOUS LOCATIONS THROUGHOUT JACKSON COUNTY  
TYPE OF WORK: LONG ARM MOWING

---

NAME OF BIDDER

---

ADDRESS OF BIDDER

RETURN BIDS TO:

N. C. DEPARTMENT OF TRANSPORTATION  
DIVISION OF HIGHWAYS, DIVISION 14  
ATTN: Jeffrey E. Alsbaugh, EI  
253 Webster Road  
Sylva, NC 28779

**PROPOSAL FOR THE CONSTRUCTION OF**  
**CONTRACT No. DN11880202 IN JACKSON COUNTY, NORTH CAROLINA**  
Date 2/19/2019 20\_\_\_\_  
**DEPARTMENT OF TRANSPORTATION,**  
**RALEIGH, NORTH CAROLINA**

The Bidder has carefully examined the location of the proposed work to be known as Contract No. **DN11880202**; has carefully examined the plans and specifications, which are acknowledged to be part of the proposal, the special provisions, the proposal, the form of contract; and thoroughly understands the stipulations, requirements and provisions. The undersigned Bidder agrees to provide all necessary machinery, tools, labor, and other means of construction; and to do all the work and to furnish all materials, except as otherwise noted, necessary to perform and complete the said contract in accordance with *the 2018 Standard Specifications for Roads and Structures* by the dates(s) specified in the Project Special Provisions and in accordance with the requirements of the Engineer, and at the unit or lump sum prices, as the case may be, for the various items given on the sheets contained herein.

The Bidder shall provide and furnish all the materials, machinery, implements, appliances and tools, and perform the work and required labor to construct and complete State Highway Contract No. **DN11880202** in **Jackson County**, for the unit or lump sum prices, as the case may be, bid by the Bidder in his bid and according to the proposal, plans, and specifications prepared by said Department, which proposal, plans, and specifications show the details covering this project, and hereby become a part of this contract.

The published volume entitled *North Carolina Department of Transportation, Raleigh, Standard Specifications for Roads and Structures, January 2018* with all amendments and supplements thereto, is by reference incorporated into and made a part of this contract; that, except as herein modified, all the construction and work included in this contract is to be done in accordance with the specifications contained in said volume, and amendments and supplements thereto, under the direction of the Engineer.

If the proposal is accepted and the award is made, the contract is valid only when signed either by the Contract Officer or such other person as may be designated by the Secretary to sign for the Department of Transportation. The conditions and provisions herein cannot be changed except over the signature of the said Contract Officer or Division Engineer.

The quantities shown in the itemized proposal for the project are considered to be approximate only and are given as the basis for comparison of bids. The Department of Transportation may increase or decrease the quantity of any item or portion of the work as may be deemed necessary or expedient.

An increase or decrease in the quantity of an item will not be regarded as sufficient ground for an increase or decrease in the unit prices, nor in the time allowed for the completion of the work, except as provided for the contract.



*Division 14 Project Manager*

DocuSigned by:  
*Wes Jamison*  
02EE828795674A5...

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PROPOSAL SHEET**

THIS CONTRACT IS FOR CONTRACT ID **DN11880202** FOR **LONG ARM MOWING** TYPE OF WORK IN **JACKSON COUNTY**.

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**INSTRUCTIONS TO BIDDERS**

**PLEASE READ ALL INSTRUCTIONS CAREFULLY  
BEFORE PREPARING AND SUBMITTING YOUR BID.**

**All bids shall be prepared and submitted in accordance with the following requirements. Failure to comply with any requirement may cause the bid to be considered irregular and may be grounds for rejection of the bid.**

**TRADITIONAL PAPER BIDS:**

1. Download the entire proposal from the Connect NCDOT website and return the entire proposal with your bid. **ALL BIDDERS SHOULD CONTACT THE DIVISION 14 CONTRACTING OFFICE VIA EMAIL [D14CONTRACTS@NCDOT.GOV](mailto:D14CONTRACTS@NCDOT.GOV) PRIOR TO NOON THE DAY OF LETTING TO RECEIVE A VALIDATION EMAIL. Proposals submitted without the validation email may be rejected.**
2. All entries on the itemized proposal sheet (bid form) shall be written in ink or typed.
3. The Bidder shall submit a unit price for every item on the itemized proposal sheet. The unit prices for the various contract items shall be written in figures. Unit prices shall be rounded off by the Bidder to contain no more than TWO decimal places.
4. An amount bid shall be entered on the itemized proposal sheet for every item. The amount bid for each item shall be determined by multiplying each unit bid by the quantity for that item, and shall be written in figures in the "Amount" column of the form.
5. The total amount bid shall be written in figures in the proper place on the bid form. The total amount bid shall be determined by adding the amounts bid for each item.
6. Changes to any entry shall be made by marking through the entry in ink and making the correct entry adjacent thereto in ink. A representative of the Bidder shall initial the change in ink. Do not use correction fluid, correction tape or similar product to make corrections.
7. The bid shall be properly executed on the included **Execution of Bid – Non-collusion, Debarment and Gift Ban Certification** form. All bids shall show the following information:
  - a. Name of corporation, partnership, Limited Liability Company, joint venture, individual or firm, submitting bid.  
Corporations that have a corporate seal should include it on the bid.
  - b. Name of individual or representative submitting bid and position or title held on behalf of the bidder.
  - c. Name, signature, and position or title of witness.
8. The bid shall not contain any unauthorized additions, deletions, or conditional bids.
9. The Bidder shall not add any provision reserving the right to accept or reject an award, or to enter into a contract pursuant to an award.
10. **THE PROPOSAL WITH THE ITEMIZED PROPOSAL SHEET ATTACHED SHALL BE PLACED IN A SEALED ENVELOPE AND SHALL BE DELIVERED TO AND RECEIVED IN THE NCDOT DIVISION 14 OFFICE, LOCATED AT 253 Webster Road, BY 2:00 PM ON, March 12, 2019.**
11. The sealed bid must display the following statement on the front of the sealed envelope:

**QUOTATION FOR –LONG ARM MOWING AT VARIOUS LOCATIONS THROUGHOUT  
JACKSON COUNTY TO BE OPENED AT 2:00 PM ON, March 12, 2019.**

12. If delivered by mail, the sealed envelope shall be placed in another sealed envelope and the outer envelope shall be addressed as follows:

**N. C. DEPARTMENT OF TRANSPORTATION  
ATTN: Jeffrey E. alsbaugh, EI  
253 Webster Road  
Sylva, NC 28779**



**PROJECT SPECIAL PROVISIONS****GENERAL****BOND REQUIREMENTS – No Bonds Required**

(06-01-16)

SPD 01-420B

The provisions of Articles 102-10 and 103-7 of the *2018 Standard Specifications for Roads and Structures* are waived for this project. No bonds required.

**RETAINAGE:**

(04-11-17)

800

Retainage, in the amount of 5% of each partial invoice, shall be withheld by the Department. Retainage may be increased by the Department, at the end of each applicable ICT and/or project completion. Release of retainage is contingent upon successful completion of work and receipt of a notarized payment affidavit from the contractor.

**CONTRACT TIME AND LIQUIDATED DAMAGES:**

(7-1-95) (Rev. 12-18-07)

108

SP1 G10 A

The date of availability for this contract is **April 8, 2019**.

The completion date for this contract is **December 31, 2020**.

Except where otherwise provided by the contract, observation periods required by the contract will not be a part of the work to be completed by the completion date and/or intermediate contract times stated in the contract. The acceptable completion of the observation periods that extend beyond the final completion date shall be a part of the work covered by the performance and payment bonds.

The liquidated damages for this contract are **Five Hundred Dollars (\$ 500.00)** per calendar day.

**INTERMEDIATE CONTRACT TIME NUMBER 1 AND LIQUIDATED DAMAGES:**

(6-18-13)

108

SP1 G14 K

The Contractor shall complete the work required of **SECTION #1** as shown on **DN11880202 STANDARD PDF PLANS - ROADWAY** and shall place and maintain traffic on same.

The date of availability for this intermediate contract time is **April 8, 2019**.

The completion date for this intermediate contract time is **December 31, 2019**.

The liquidated damages are **Five Hundred Dollars (\$ 500.00)** per calendar day.

**INTERMEDIATE CONTRACT TIME NUMBER 2 AND LIQUIDATED DAMAGES:**

(6-18-13)

108

SP1 G14 K

The Contractor shall complete the work required of **SECTION #2** as shown on **DN11880202 STANDARD PDF PLANS - ROADWAY** and shall place and maintain traffic on same.

The date of availability for this intermediate contract time is **January 1, 2020**.

The completion date for this intermediate contract time is **December 31, 2020**.

The liquidated damages are **Five Hundred Dollars (\$ 500.00)** per calendar day.

**INTERMEDIATE CONTRACT TIME NUMBER 3 AND LIQUIDATED DAMAGES:**

(2-20-07)

108

SP1 G14 A

The Contractor shall complete the required work of installing, maintaining, and removing the traffic control devices for lane closures and restoring traffic to the existing traffic pattern. The Contractor shall not close or narrow a lane of traffic on **ANY ROAD** during the following time restrictions:

**DAY AND TIME RESTRICTIONS**

**Monday – Saturday**  
**1 Hour Before Sunset to 1 Hour After Sunrise**  
**Sundays – Any Time**

In addition, the Contractor shall not close or narrow a lane of traffic on **ANY ROAD**, detain and/or alter the traffic flow on or during holidays, holiday weekends, special events, or any other time when traffic is unusually heavy, including the following schedules:

The Contractor shall not close or narrow a lane of traffic on **I-26 from Mile Marker 56.5 in Henderson County to South Carolina State Line in Polk County; I-40 from Exit 27 (US 74) to Tennessee State Line in Haywood County; US 23-74 from Exit 98 to I-40 (Waynesville Bypass) in Haywood County; US 23-74 from Exit 81 to Exit 85 (Sylva Bypass) in Jackson County; US 74 from Exit 64 to Exit 74 (Bryson City Bypass) in Swain County; US 25 from South Carolina Line to I-26 in Henderson County; and US 74 from I-26 to Rutherford County Line in Polk County** during the following time restrictions:

**DAY AND TIME RESTRICTIONS**

Dates	Monday through Thursday	Friday	Saturday	Sunday
December 18, 2019 through January 4, 2020 (Christmas)	All Times	All Times	All Times	All Times
April 18, 2019 through April 23, 2019 (Easter)	All Times	All Times	All Times	All Times

May 23, 2019 through May 28, 2019 (Memorial Day)	All Times	All Times	All Times	All Times
12:00 Noon June 28, 2019 through 8:00 AM July 8, 2019 (Independence Day)	All Times	All Times	All Times	All Times
August 29, 2019 through September 3, 2019 (Labor Day)	All Times	All Times	All Times	All Times
November 26, 2019 through December 2, 2019 (Thanksgiving)	All Times	All Times	All Times	All Times
October 3, 2019 through November 4, 2019 (Leaf Season)	from 6:00A.M. to 7:00 P.M	from 6:00A.M. to 9:00 P.M	from 9:00A.M. to 9:00 P.M	from Noon. to 8:00 P.M

DAY AND TIME RESTRICTIONS

Dates	Monday through Thursday	Friday	Saturday	Sunday
December 18, 2020 through January 4, 2021 (Christmas)	All Times	All Times	All Times	All Times
April 9, 2020 through April 14, 2020 (Easter)	All Times	All Times	All Times	All Times
May 21, 2020 through May 26, 2020 (Memorial Day)	All Times	All Times	All Times	All Times
12:00 Noon July 2, 2020 through 8:00 AM July 7, 2020 (Independence Day)	All Times	All Times	All Times	All Times
September 3, 2020 through September 8, 2020 (Labor Day)	All Times	All Times	All Times	All Times

November 24, 2020 through November 30, 2020 (Thanksgiving)	All Times	All Times	All Times	All Times
October 8, 2020 through November 2, 2020 (Leaf Season)	from 6:00A.M. to 7:00 P.M	from 6:00A.M. to 9:00 P.M	from 9:00A.M. to 9:00 P.M	from Noon. to 8:00 P.M

#### HOLIDAY AND HOLIDAY WEEKEND LANE CLOSURE RESTRICTIONS

1. For **unexpected occurrence** that creates unusually high traffic volumes, as directed by the Engineer.
2. For **New Year's Day**, between the hours of **3:00 p.m.** December 31st and **7:00 a.m.** January 2nd. If New Year's Day is on a Friday, Saturday, Sunday or Monday, then until **7:00 a.m.** the following Tuesday.
3. For **Easter**, between the hours of **3:00 p.m.** Thursday and **7:00 a.m.** Monday.
4. For **Memorial Day**, between the hours of **3:00 p.m.** Friday and **7:00 a.m.** Tuesday.
5. For **Independence Day**, between the hours of **3:00 p.m.** the day before Independence Day and **7:00 a.m.** the day after Independence Day.

If **Independence Day** is on a Friday, Saturday, Sunday or Monday, then between the hours of **3:00 p.m.** the Thursday before Independence Day and **7:00 a.m.** the Tuesday after Independence Day.

6. For **Labor Day**, between the hours of **3:00 p.m.** Friday and **7:00 a.m.** Tuesday.
7. For **Thanksgiving Day**, between the hours of **3:00 p.m.** Tuesday and **7:00 a.m.** Monday.
8. For **Christmas**, between the hours of **3:00 p.m.** the Friday before the week of Christmas Day and **7:00 a.m.** the following Tuesday after the week of Christmas Day.

Holidays and holiday weekends shall include New Year's, Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas. The Contractor shall schedule his work so that lane closures will not be required during these periods, unless otherwise directed by the Engineer.

The time of availability for this intermediate contract work shall be the time the Contractor begins to install all traffic control devices for lane closures according to the time restrictions listed herein.

The completion time for this intermediate contract work shall be the time the Contractor is required to complete the removal of all traffic control devices for lane closures according to the time restrictions stated above and place traffic in the existing traffic pattern.

The liquidated damages are **Two Hundred Fifty Dollars (\$ 250.00)** per hour.

**NO MAJOR CONTRACT ITEMS:**

(2-19-02) (Rev. 8-21-07)

104

SP1 G31

None of the items included in this contract will be major items.

**NO SPECIALTY ITEMS:**

(7-1-95)

108-6

SP1 G34

None of the items included in this contract will be specialty items (see Article 108-6 of the *2018 Standard Specifications*).

**FUEL PRICE ADJUSTMENT:**

(02-12-19)

109-

SPI

Revise the *2018 Standard Specifications* as follows:

**Page 1-87, Article 109-8 Fuel Price Adjustments** is amended to add the following as the first paragraph:

The base index price (B) for ULTRA-LO SULFUR DIESEL will be the Current OPIS Average Price for the date the contract is advertised. The Current OPIS Price (A) will be obtained on the first working day of each month. The fuel price adjustment will be administered based on hours mowed during that month. Data related to OPIS average pricing is located at the North Carolina Department of Administration website. <http://www.doa.state.nc.us/pandc/dynfuels/fuelcost.asp>. The fuel adjustment factor was derived from industry provided fuel consumption use on Long-Arm mowing for all systems. This factor was validated using NCDOT fuel usage for mowers.

The following formula will be used to calculate the appropriate payment.

$$S = (A - B)(QF)$$

Where:

S = Fuel Price Adjustment for partial payment

B = Base Index Price

A = Current OPIS Price (First working day each month)

Q = Partial payment quantity for contract item

F = Fuel factor for contract item

The item(s) of work and the fuel factor used in calculating adjustments to be made are as follows:

Description	Units	Fuel Usage Factor Diesel
Shoulder Miles Mowed	SMI	10.0

Should the contract be renewed, the base index price will remain at the contract advertisement date price for the duration of the contract.

**Example of Fuel Price Adjustment for Fuel Price Increases:**

B = 3.1381 (Base Index Price)  
 A = 3.3602 (Current OPIS price from first working day of the month)  
 Q = 50 Miles (Partial payment quantity for contract item)  
 F = 10 (Fuel factor for contract item)

$$S = (A - B)(QF)$$

$$S = (3.3602 - 3.1381)(50 \times 10)$$

$$S = (0.2221)(500)$$

$$S = 111.05$$

S = \$111.05 (Fuel Price Adjustment for partial payment)

**Example of Fuel Price Adjustment for Fuel Price Decreases:**

B = 3.1381 (Base Index Price)  
 A = 3.0059 (Current OPIS price from first working day of the month)  
 Q = 50 Miles (Partial payment quantity for contract item)  
 F = 10 (Fuel factor for contract item)

$$S = (A - B)(QF)$$

$$S = (3.0059 - 3.1381)(50 \times 10)$$

$$S = (-0.1322)(500)$$

$$S = -66.10$$

S = \$-66.10 (Fuel Price Adjustment resulting in deduction)

**SCHEDULE OF ESTIMATED COMPLETION PROGRESS:**

(7-15-08) (Rev. 6-19-18)

108-2

SP1 G58

The Contractor's attention is directed to the Standard Special Provision entitled *Availability of Funds Termination of Contracts* included elsewhere in this proposal. The Department of Transportation's schedule of estimated completion progress for this project as required by that Standard Special Provision is as follows:

	<b><u>Fiscal Year</u></b>	<b><u>Progress (% of Dollar Value)</u></b>
2019	(7/01/18 - 6/30/19)	<b>14%</b> of Total Amount Bid
2020	(7/01/19 - 6/30/20)	<b>58%</b> of Total Amount Bid
2021	(7/01/20 - 6/30/21)	<b>28%</b> of Total Amount Bid

The Contractor shall also furnish his own progress schedule in accordance with Article 108-2 of the *2018 Standard Specifications*. Any acceleration of the progress as shown by the Contractor's progress schedule over the progress as shown above shall be subject to the approval of the Engineer.

**SUBSURFACE INFORMATION:**

(7-1-95)

450

SP1 G112 A

There is **no** subsurface information available on this project. The Contractor shall make his own investigation of subsurface conditions.

**OUTSOURCING OUTSIDE THE USA:**

(9-21-04) (Rev. 5-16-06)

SP1 G150

All work on consultant contracts, services contracts, and construction contracts shall be performed in the United States of America. No work shall be outsourced outside of the United States of America.

*Outsourcing* for the purpose of this provision is defined as the practice of subcontracting labor, work, services, staffing, or personnel to entities located outside of the United States.

The North Carolina Secretary of Transportation shall approve exceptions to this provision in writing.

**PROJECT SPECIAL PROVISIONS****ROADWAY****MOBILIZATION:**

(03-12-19)

800

Revise the *2018 Standard Specifications* as follows:

**Page 8-1, Article 800-2 Measurement and Payment**, delete the entire section and replace with the following:

Mobilization will be considered incidental to the contract price of the items included in the contract.

**MOWING RESTRICTIONS:**

(8-22-08)

1667

SPD 16-600

The Contractor shall not mow wild flower beds. Typically these areas are marked with white stakes. Contact the Engineer if questions should arise.

The Contractor shall not mow riparian buffer area stream banks especially trout streams. Mowing shall be limited to the area needed to restore sight distance. Where feasible, the Contractor shall remove single offending trees or shrubs with a bush ax or other non-mechanical means.

The Contractor shall avoid laying the mower over stream banks or manicuring the roads. When Mowing operations take place in residential areas, the contractor shall not mow ornamental trees, or landscaped areas, unless otherwise directed by the Engineer.

**LONG ARM MOWING:**

(8-22-08)

(05-09-17)

1667 SPD 16-620

**Description**

Remove selected living trees and undesirable living undergrowth from areas of the right of way from the top of cut slopes to the bottom of the fill slopes within the limits of the equipment. Mowing operations will be assigned to sections of the county, by the Engineer.

**Equipment**

Provide and maintain, on a daily basis, a minimum of 2 long-arm mowing tractors with operators. Tractor shall comply with Section 0782 Occupational Safety Health Act Standards. Provide tractors equipped with a minimum of two outside blinking amber lights, visible from both directions and one top of the cab mounted amber rotating light, visible from both directions. Furnish, mount, and maintain a "Caution Mower" (W10-11) sign on the rear of each tractor. Display company name prominently on tractor.

Provide mowers with a minimum reach of 20 feet from the centerline of the tractor to the outermost tip of the mowing blade. Provide shields on mowers which preclude foreign objects from being thrown out from the cutting unit enclosures. No Flail Mowers. Provide and maintain, on a daily basis, a minimum of 1 shadow vehicle and operator **for each pair of long-arm mowing tractors**, for the purposes of providing the traveling public an early warning of the preceding operations and for ancillary mowing duties. The Shadow vehicle shall have the



company name prominently displayed on each side, shall be equipped with a minimum of two outside blinking amber lights visible from both directions and one top-of-the-cab-mounted amber rotating light, visible from both directions, and shall also have a "GRASS MOWING AHEAD" sign mounted and maintained upon the rear of the vehicle at all times.

The contractor shall furnish all equipment in good operation condition and operated by properly trained and qualified personnel.

All bidders must submit a list of the equipment to be used in this contract on the Equipment List form, provided elsewhere in this contract.

### **Construction Methods**

Run, in tandem, a minimum of 2 long-arm mowing tractors, along with 1 shadow vehicle. The shadow vehicle will be required to be present and operating within any one work zone, unless otherwise directed by the Engineer. Shadow vehicle must be fully operational on a daily basis and follow in close proximity to mowing operations, at any time such operations are being conducted. Shadow vehicle and operator will be responsible for the immediate removal of all brush, rocks, and debris which may be deposited in the roadway as a result of the mowing operations. The shadow vehicle and operator will be responsible for the prompt installation and relocation of all applicable work zone signs.

All roads shall be mowed to the top of the cut slope, to the bottom of the fill slope, to the right-of-way limits, or to the limits of the equipment whichever is greatest. Vegetation hanging over the cut slope shall be mown to the limit of the mower. All vegetation 5" in diameter or less shall be cut to a height no greater than 6". All cut vegetation shall be cleaned up or mulched to a height of greater than 6". All brush or debris that falls into the roadway, which includes travel lanes, shoulders, bulb-outs, and ditches, shall be immediately removed by the contractor.

### **Measurement and Payment**

*Long Arm Mowing - Secondary* will be measured and paid as the number of secondary shoulder miles acceptably mowed. Such price and payment will be full compensation for all work including, but not limited to, furnishing labor and equipment to mow.

*Long Arm Mowing - Primary* will be measured and paid as the number of primary shoulder miles acceptably mowed. Such price and payment will be full compensation for all work including, but not limited to, furnishing labor and equipment to mow.

*Supplemental Long Arm Mowing* will be measured and paid as the number of tractor-hours the contractor performs in mowing areas within the rights-of-way, but beyond the limits of routine mowing. Supplemental Long Arm Mowing will only be performed at the direction of the Engineer or his representatives. Such price and payment will be full compensation for all work including, but not limited to, furnishing labor and equipment to mow.

No separate payment will be made for traffic control, debris removal, debris disposal, or for the re-mowing of those sections deemed unacceptable to the Engineer.

No separate payment will be made for Shadow vehicle, as it is considered incidental to other pay bid items in the contract.

There will be no payment for mobilization of labor or equipment, as it will be considered incidental to the bid items of this contract. The contractor shall be responsible for all costs or charges incurred in the operation and maintenance of the equipment during the performance of this contract.

Payment will be made under:

**Pay Item**

Long Arm Mowing - Secondary  
Long Arm Mowing – Primary  
Supplemental Long Arm Mowing

**Pay Unit**

Shoulder Mile  
Shoulder Mile  
Hour

**WORK ZONE SIGNS:**

(8-22-08) (Rev. 02-12-19)

SPI

Revise the *2018 Standard Specifications* as follows:

**Page 11-6, Article 1110-3 (C) Work Zone Signs (Portable),** include the following:

Portable work zone signs shall contain the message “GRASS MOWING AHEAD”. On divided facilities, mount one set of signs; one on the right shoulder and one in the median. On two lane facilities mount one sign on the right shoulder.



**STANDARD SPECIAL PROVISION**  
**AVAILABILITY OF FUNDS – TERMINATION OF CONTRACTS**

(5-20-08)

Z-2

*General Statute 143C-6-11. (h) Highway Appropriation* is hereby incorporated verbatim in this contract as follows:

(h) Amounts Encumbered. – Transportation project appropriations may be encumbered in the amount of allotments made to the Department of Transportation by the Director for the estimated payments for transportation project contract work to be performed in the appropriation fiscal year. The allotments shall be multiyear allotments and shall be based on estimated revenues and shall be subject to the maximum contract authority contained in *General Statute 143C-6-11(c)*. Payment for transportation project work performed pursuant to contract in any fiscal year other than the current fiscal year is subject to appropriations by the General Assembly. Transportation project contracts shall contain a schedule of estimated completion progress, and any acceleration of this progress shall be subject to the approval of the Department of Transportation provided funds are available. The State reserves the right to terminate or suspend any transportation project contract, and any transportation project contract shall be so terminated or suspended if funds will not be available for payment of the work to be performed during that fiscal year pursuant to the contract. In the event of termination of any contract, the contractor shall be given a written notice of termination at least 60 days before completion of scheduled work for which funds are available. In the event of termination, the contractor shall be paid for the work already performed in accordance with the contract specifications.

Payment will be made on any contract terminated pursuant to the special provision in accordance with Subarticle 108-13(D) of the *2018 Standard Specifications*.

**STANDARD SPECIAL PROVISION****ERRATA**

(10-16-18)(Rev.1-15-19)

Z-4

Revise the *2018 Standard Specifications* as follows:

**Division 6**

**Page 6-7, Article 609-1 DESCRIPTION, line 29,** replace article number “609-10” with “609-9”.

**Division 7**

**Page 7-27, Article 725-1 MEASUREMENT AND PAYMENT, line 4,** replace article number “725-1” with “724-4”.

**Page 7-28, Article 725-1 MEASUREMENT AND PAYMENT, line 10,** replace article number “725-1” with “725-3”.

**Division 10**

**Page 10-78, Article 1056-4 GEOTEXTILES, TABLE 1056-1, Permittivity, Type 2,** replace “Table 6<sup>D</sup>” with “Table 7<sup>D</sup>” and **Permittivity, Type 3<sup>B</sup>,** replace “Table 7<sup>D</sup>” with “Table 8<sup>D</sup>”.

**Page 10-162, Article 1080-50 PAINT FOR VERTICAL MARKERS, line 1,** replace article number “1080-50” with “1080-10”.

**Page 10-162, Article 1080-61 EPOXY RESIN FOR REINFORCING STEEL, line 5,** replace article number “1080-61” with “1080-11”.

**Page 10-162, Article 1080-72 ABRASIVE MATERIALS FOR BLAST CLEANING STEEL, line 22,** replace article number “1080-72” with “1080-12”.

**Page 10-163, Article 1080-83 FIELD PERFORMANCE AND SERVICES, line 25,** replace article number “1080-83” with “1080-13”.

**Division 17**

**Page 17-15, Article 1715-4 MEASUREMENT AND PAYMENT, lines 42-44,** replace the second sentence with the following:

An example is an installation of a single 1.25 inch HDPE conduit would be paid as:

Directional Drill (1)(1.25”) Linear Foot

**STANDARD SPECIAL PROVISION****PLANT AND PEST QUARANTINES****(Imported Fire Ant, Gypsy Moth, Witchweed, Emerald Ash Borer, And Other Noxious Weeds)**

(3-18-03) (Rev. 12-20-16)

Z-04a

**Within Quarantined Area**

This project may be within a county regulated for plant and/or pests. If the project or any part of the Contractor's operations is located within a quarantined area, thoroughly clean all equipment prior to moving out of the quarantined area. Comply with federal/state regulations by obtaining a certificate or limited permit for any regulated article moving from the quarantined area.

**Originating in a Quarantined County**

Obtain a certificate or limited permit issued by the N.C. Department of Agriculture/United States Department of Agriculture. Have the certificate or limited permit accompany the article when it arrives at the project site.

**Contact**

Contact the N.C. Department of Agriculture/United States Department of Agriculture at 1-800-206-9333, 919-707-3730, or <http://www.ncagr.gov/plantindustry/> to determine those specific project sites located in the quarantined area or for any regulated article used on this project originating in a quarantined county.

**Regulated Articles Include**

1. Soil, sand, gravel, compost, peat, humus, muck, and decomposed manure, separately or with other articles. This includes movement of articles listed above that may be associated with cut/waste, ditch pulling, and shoulder cutting.
2. Plants with roots including grass sod.
3. Plant crowns and roots.
4. Bulbs, corms, rhizomes, and tubers of ornamental plants.
5. Hay, straw, fodder, and plant litter of any kind.
6. Clearing and grubbing debris.
7. Used agricultural cultivating and harvesting equipment.
8. Used earth-moving equipment.
9. Any other products, articles, or means of conveyance, of any character, if determined by an inspector to present a hazard of spreading imported fire ant, gypsy moth, witchweed, emerald ash borer, or other noxious weeds.

**STANDARD SPECIAL PROVISION****MINIMUM WAGES**

(7-21-09)

Z-5

**FEDERAL:** The Fair Labor Standards Act provides that with certain exceptions every employer shall pay wages at the rate of not less than SEVEN DOLLARS AND TWENTY FIVE CENTS (\$7.25) per hour.

**STATE:** The North Carolina Minimum Wage Act provides that every employer shall pay to each of his employees, wages at a rate of not less than SEVEN DOLLARS AND TWENTY FIVE CENTS (\$7.25) per hour.

The minimum wage paid to all skilled labor employed on this contract shall be SEVEN DOLLARS AND TWENTY FIVE CENTS (\$7.25) per hour.

The minimum wage paid to all intermediate labor employed on this contract shall be SEVEN DOLLARS AND TWENTY FIVE CENTS (\$7.25) per hour.

The minimum wage paid to all unskilled labor on this contract shall be SEVEN DOLLARS AND TWENTY FIVE CENTS (\$7.25) per hour.

This determination of the intent of the application of this act to the contract on this project is the responsibility of the Contractor.

The Contractor shall have no claim against the Department of Transportation for any changes in the minimum wage laws, Federal or State. It is the responsibility of the Contractor to keep fully informed of all Federal and State Laws affecting his contract.

**STANDARD SPECIAL PROVISION****TITLE VI AND NONDISCRIMINATION:**

(6-28-77)(Rev 6/19/2018)

Z-6

Revise the *2018 Standard Specifications* as follows:

Replace Article 103-4(B) with the following:

The North Carolina Department of Transportation is committed to carrying out the U.S. Department of Transportation's policy of ensuring nondiscrimination in the award and administration of contracts.

The provisions of this section related to United States Department of Transportation (US DOT) Order 1050.2A, Title 49 Code of Federal Regulations (CFR) part 21, 23 United States Code (U.S.C.) 140 and 23 CFR part 200 (or 49 CFR 303, 49 U.S.C. 5332 or 49 U.S.C. 47123) are applicable to all North Carolina Department of Transportation (NCDOT) contracts and to all related subcontracts, material supply, engineering, architectural and other service contracts, regardless of dollar amount. Any Federal provision that is specifically required not specifically set forth is hereby incorporated by reference.

**(1) Title VI Assurances (USDOT Order 1050.2A, Appendix A)**

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

**(a) Compliance with Regulations**

The contractor (hereinafter includes consultants) shall comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

**(b) Nondiscrimination**

The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

**(c) Solicitations for Subcontractors, Including Procurements of Materials and Equipment**

In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.

**(d) Information and Reports**

The contractor shall provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor shall so certify to the Recipient or the FHWA, as appropriate, and shall set forth what efforts it has made to obtain the information.

**(e) Sanctions for Noncompliance:**



In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it and/or the FHWA may determine to be appropriate, including, but not limited to:

- (i) Withholding payments to the contractor under the contract until the contractor complies; and/or
  - (ii) Cancelling, terminating, or suspending a contract, in whole or in part.
- (f) Incorporation of Provisions
- The contractor shall include the provisions of paragraphs (a) through (f) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor shall take action with respect to any subcontract or procurement as the Recipient or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

**(2) Title VI Nondiscrimination Program (23 CFR 200.5(p))**

The North Carolina Department of Transportation (NCDOT) has assured the USDOT that, as a condition to receiving federal financial assistance, NCDOT will comply with Title VI of the Civil Rights Act of 1964 and all requirements imposed by Title 49 CFR part 21 and related nondiscrimination authorities to ensure that no person shall, on the ground of race, color, national origin, limited English proficiency, sex, age, or disability (including religion/creed or income-level, where applicable), be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any programs, activities, or services conducted or funded by NCDOT. Contractors and other organizations under contract or agreement with NCDOT must also comply with Title VI and related authorities, therefore:

- (a) During the performance of this contract or agreement, contractors (e.g., subcontractors, consultants, vendors, prime contractors) are responsible for complying with NCDOT's Title VI Program. Contractors are not required to prepare or submit Title VI Programs. To comply with this section, the prime contractor shall:
  - 1. Post NCDOT's Notice of Nondiscrimination and the Contractor's own Equal Employment Opportunity (EEO) Policy in conspicuous locations accessible to all employees, applicants and subcontractors on the jobsite.
  - 2. Physically incorporate the required Title VI clauses into all subcontracts on federally-assisted and state-funded NCDOT projects, and ensure inclusion by subcontractors into all lower-tier subcontracts.
  - 3. Required Solicitation Language. The Contractor shall include the following notification in all solicitations for bids and requests for work or material, regardless of funding source:  
"The North Carolina Department of Transportation, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award. In accordance with other related nondiscrimination authorities, bidders and contractors will also not be discriminated against on the grounds of sex, age, disability, low-income level, creed/religion, or limited English proficiency in consideration for an award."

4. Physically incorporate the FHWA-1273, in its entirety, into all subcontracts and subsequent lower tier subcontracts on Federal-aid highway construction contracts only.
  5. Provide language assistance services (i.e., written translation and oral interpretation), free of charge, to LEP employees and applicants. Contact NCDOT OCR for further assistance, if needed.
  6. For assistance with these Title VI requirements, contact the NCDOT Title VI Nondiscrimination Program at 1-800-522-0453.
- (b) Subrecipients (e.g. cities, counties, LGAs, planning organizations) may be required to prepare and submit a Title VI Plan to NCDOT, including Title VI Assurances and/or agreements. Subrecipients must also ensure compliance by their contractors and subrecipients with Title VI. (23 CFR 200.9(b)(7))
- (c) If reviewed or investigated by NCDOT, the contractor or subrecipient agrees to take affirmative action to correct any deficiencies found within a reasonable time period, not to exceed 90 calendar days, unless additional time is granted by NCDOT. (23 CFR 200.9(b)(15))
- (d) The Contractor is responsible for notifying subcontractors of NCDOT's External Discrimination Complaints Process.
1. **Applicability**  
Title VI and related laws protect participants and beneficiaries (e.g., members of the public and contractors) from discrimination by NCDOT employees, subrecipients and contractors, regardless of funding source.
  2. **Eligibility**  
Any person—or class of persons—who believes he/she has been subjected to discrimination based on race, color, national origin, Limited English Proficiency (LEP), sex, age, or disability (and religion in the context of employment, aviation, or transit) may file a written complaint. The law also prohibits intimidation or retaliation of any sort.
  3. **Time Limits and Filing Options**  
Complaints may be filed by the affected individual(s) or a representative and must be filed no later than 180 calendar days after the following:
    - (i) The date of the alleged act of discrimination; or
    - (ii) The date when the person(s) became aware of the alleged discrimination; or
    - (iii) Where there has been a continuing course of conduct, the date on which that conduct was discontinued or the latest instance of the conduct.Title VI and related discrimination complaints may be submitted to the following entities:
    - North Carolina Department of Transportation, Office of Civil Rights, Title VI Program, 1511 Mail Service Center, Raleigh, NC 27699-1511; toll free 1-800-522-0453
    - Federal Highway Administration, North Carolina Division Office, 310 New Bern Avenue, Suite 410, Raleigh, NC 27601, 919-747-7010
    - US Department of Transportation, Departmental Office of Civil Rights, External Civil Rights Programs Division, 1200 New Jersey Avenue, SE, Washington, DC 20590; 202-366-4070
  4. **Format for Complaints**  
Complaints must be in writing and signed by the complainant(s) or a representative, and include the complainant's name, address, and telephone number. Complaints received by fax or e-mail will be acknowledged and processed. Allegations received by telephone will be reduced to writing and provided to the complainant for confirmation or revision before processing. Complaints will be accepted in other languages, including Braille.
  5. **Discrimination Complaint Form**  
Contact NCDOT Civil Rights to receive a full copy of the Discrimination Complaint Form and procedures.

## 6. Complaint Basis

Allegations must be based on issues involving race, color, national origin (LEP), sex, age, disability, or religion (in the context of employment, aviation or transit). “Basis” refers to the complainant’s membership in a protected group category.

**TABLE 103-1  
COMPLAINT BASIS**

Protected Categories	Definition	Examples	Applicable Nondiscrimination Authorities
Race and Ethnicity	An individual belonging to one of the accepted racial groups; or the perception, based usually on physical characteristics that a person is a member of a racial group	Black/African American, Hispanic/Latino, Asian, American Indian/Alaska Native, Native Hawaiian/Pacific Islander, White	Title VI of the Civil Rights Act of 1964; 49 CFR Part 21; 23 CFR 200; 49 U.S.C. 5332(b); 49 U.S.C. 47123. ( <i>Executive Order 13166</i> )
Color	Color of skin, including shade of skin within a racial group	Black, White, brown, yellow, etc.	
National Origin ( <i>Limited English Proficiency</i> )	Place of birth. Citizenship is not a factor. ( <i>Discrimination based on language or a person’s accent is also covered</i> )	Mexican, Cuban, Japanese, Vietnamese, Chinese	
Sex	Gender. The sex of an individual. <i>Note:</i> Sex under this program does not include sexual orientation.	Women and Men	1973 Federal-Aid Highway Act; 49 U.S.C. 5332(b); 49 U.S.C. 47123.
Age	Persons of any age	21-year-old person	Age Discrimination Act of 1975 49 U.S.C. 5332(b); 49 U.S.C. 47123.
Disability	Physical or mental impairment, permanent or temporary, or perceived.	Blind, alcoholic, para-amputee, epileptic, diabetic, arthritic	Section 504 of the Rehabilitation Act of 1973; Americans with Disabilities Act of 1990
Religion (in the context of employment) ( <i>Religion/ Creed in all aspects of any aviation or transit-related construction</i> )	An individual belonging to a religious group; or the perception, based on distinguishable characteristics that a person is a member of a religious group. In practice, actions taken as a result of the moral and ethical beliefs as to what is right and wrong, which are sincerely held with the strength of traditional religious views. <i>Note:</i> Does not have to be associated with a recognized religious group or church; if an individual sincerely holds to the belief, it is a protected religious practice.	Muslim, Christian, Sikh, Hindu, etc.	Title VII of the Civil Rights Act of 1964; 23 CFR 230; FHWA-1273 Required Contract Provisions. ( <i>49 U.S.C. 5332(b); 49 U.S.C. 47123</i> )

## (3) Pertinent Nondiscrimination Authorities

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest agrees to comply with the following non-discrimination statutes and authorities, including, but not limited to:

- (a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- (b) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- (c) Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- (d) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability) and 49 CFR Part 27;
- (e) The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- (f) Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- (g) The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- (h) Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- (i) The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- (j) Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- (k) Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- (l) Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).
- (m) Title VII of the Civil Rights Act of 1964 (42 U.S.C. § 2000e et seq., Pub. L. 88-352), (prohibits employment discrimination on the basis of race, color, religion, sex, or national origin).

**(4) Additional Title VI Assurances**

*\*\*The following Title VI Assurances (Appendices B, C and D) shall apply, as applicable*

- (a) Clauses for Deeds Transferring United States Property (1050.2A, Appendix B)

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4.

NOW, THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the North Carolina Department of Transportation (NCDOT) will accept title to the lands and maintain the project constructed thereon in accordance with the North Carolina General Assembly, the Regulations for the Administration of the Federal-Aid Highway Program, and the policies and procedures prescribed by the Federal Highway Administration of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the NCDOT all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto the North Carolina Department of Transportation (NCDOT) and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the NCDOT, its successors and assigns.

The NCDOT, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]\* (2) that the NCDOT will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended [, and (3) that in the event of breach of any of the above-mentioned nondiscrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].\*

(\*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

(b) Clauses for Transfer of Real Property Acquired or Improved Under the Activity, Facility, or Program (1050.2A, Appendix C)

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the North Carolina Department of Transportation (NCDOT) pursuant to the provisions of Assurance 7(a):

1. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:

- (i.) In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
  2. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Nondiscrimination covenants, the NCDOT will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued. \*
  3. With respect to a deed, in the event of breach of any of the above Nondiscrimination covenants, the NCDOT will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the NCDOT and its assigns. \*
- (\*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)
- (c) Clauses for Construction/Use/Access to Real Property Acquired Under the Activity, Facility or Program (1050.2A, Appendix D)
- The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by the North Carolina Department of Transportation (NCDOT) pursuant to the provisions of Assurance 7(b):
1. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.
  2. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Non-discrimination covenants, the NCDOT will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued. \*
  3. With respect to deeds, in the event of breach of any of the above Nondiscrimination covenants, the NCDOT will there upon revert to and vest in and become the absolute property of the NCDOT and its assigns. \*
- (\*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

**STANDARD SPECIAL PROVISION****ON-THE-JOB TRAINING**

(10-16-07) (Rev. 4-21-15)

Z-10

**Description**

The North Carolina Department of Transportation will administer a custom version of the Federal On-the-Job Training (OJT) Program, commonly referred to as the Alternate OJT Program. All contractors (existing and newcomers) will be automatically placed in the Alternate Program. Standard OJT requirements typically associated with individual projects will no longer be applied at the project level. Instead, these requirements will be applicable on an annual basis for each contractor administered by the OJT Program Manager.

On the Job Training shall meet the requirements of 23 CFR 230.107 (b), 23 USC – Section 140, this provision and the On-the-Job Training Program Manual.

The Alternate OJT Program will allow a contractor to train employees on Federal, State and privately funded projects located in North Carolina. However, priority shall be given to training employees on NCDOT Federal-Aid funded projects.

**Minorities and Women**

Developing, training and upgrading of minorities and women toward journeyman level status is a primary objective of this special training provision. Accordingly, the Contractor shall make every effort to enroll minority and women as trainees to the extent that such persons are available within a reasonable area of recruitment. This training commitment is not intended, and shall not be used, to discriminate against any applicant for training, whether a member of a minority group or not.

**Assigning Training Goals**

The Department, through the OJT Program Manager, will assign training goals for a calendar year based on the contractors' past three years' activity and the contractors' anticipated upcoming year's activity with the Department. At the beginning of each year, all contractors eligible will be contacted by the Department to determine the number of trainees that will be assigned for the upcoming calendar year. At that time the Contractor shall enter into an agreement with the Department to provide a self-imposed on-the-job training program for the calendar year. This agreement will include a specific number of annual training goals agreed to by both parties. The number of training assignments may range from 1 to 15 per contractor per calendar year. The Contractor shall sign an agreement to fulfill their annual goal for the year.\

**Training Classifications**

The Contractor shall provide on-the-job training aimed at developing full journeyman level workers in the construction craft/operator positions. Preference shall be given to providing training in the following skilled work classifications:

Equipment Operators	Office Engineers
Truck Drivers	Estimators
Carpenters	Iron / Reinforcing Steel Workers
Concrete Finishers	Mechanics
Pipe Layers	Welders

The Department has established common training classifications and their respective training requirements that may be used by the contractors. However, the classifications established are not all-inclusive. Where the training is oriented toward construction applications, training will be allowed in lower-level management positions such as office engineers and estimators. Contractors shall submit new classifications for specific job functions that their employees are performing. The Department will review and recommend for acceptance to FHWA the new classifications proposed by contractors, if applicable. New classifications shall meet the following requirements:

Proposed training classifications are reasonable and realistic based on the job skill classification needs, and

The number of training hours specified in the training classification is consistent with common practices and provides enough time for the trainee to obtain journeyman level status.

The Contractor may allow trainees to be trained by a subcontractor provided that the Contractor retains primary responsibility for meeting the training and this provision is made applicable to the subcontract. However, only the Contractor will receive credit towards the annual goal for the trainee.

Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. The number of trainees shall be distributed among the work classifications on the basis of the contractor's needs and the availability of journeymen in the various classifications within a reasonable area of recruitment.

No employee shall be employed as a trainee in any classification in which they have successfully completed a training course leading to journeyman level status or in which they have been employed as a journeyman.

**Records and Reports**

The Contractor shall maintain enrollment, monthly and completion reports documenting company compliance under these contract documents. These documents and any other information as requested shall be submitted to the OJT Program Manager.

Upon completion and graduation of the program, the Contractor shall provide each trainee with a certification Certificate showing the type and length of training satisfactorily completed.

**Trainee Interviews**

All trainees enrolled in the program will receive an initial and Trainee/Post graduate interview conducted by the OJT program staff.



**Trainee Wages**

Contractors shall compensate trainees on a graduating pay scale based upon a percentage of the prevailing minimum journeyman wages (Davis-Bacon Act). Minimum pay shall be as follows:

60 percent	of the journeyman wage for the first half of the training period
75 percent	of the journeyman wage for the third quarter of the training period
90 percent	of the journeyman wage for the last quarter of the training period

In no instance shall a trainee be paid less than the local minimum wage. The Contractor shall adhere to the minimum hourly wage rate that will satisfy both the NC Department of Labor (NCDOL) and the Department.

**Achieving or Failing to Meet Training Goals**

The Contractor will be credited for each trainee employed by him on the contract work who is currently enrolled or becomes enrolled in an approved program and who receives training for at least 50 percent of the specific program requirement. Trainees will be allowed to be transferred between projects if required by the Contractor's scheduled workload to meet training goals.

If a contractor fails to attain their training assignments for the calendar year, they may be taken off the NCDOT's Bidders List.

**Measurement and Payment**

No compensation will be made for providing required training in accordance with these contract documents.

## NCDOT Division 14

### **Sensitive Areas of Right-of-Ways/Roadsides with No Pesticide Spraying and No Mowing or Special Mowing Restrictions Version 1/2015.2**

This document lists special areas of right-of-ways (ROWs) in Division 14 where there are no mowing or special mowing requirements to protect rare plants and sensitive areas. **IN ALL AREAS PESTICIDE SPRAYING IS PROHIBITED.** These requirements must be followed because of NCDOT's agreements with other agencies and, in some cases, to comply with the Federal Endangered Species Act. Maps of the areas are included in the Appendix. **These maps should be used in contracts and distributed to mowing contractors. However, the information in this document includes sensitive information about the locations of rare plants that must not be distributed or shared externally.**

The Division Environmental Office (828/586-2141) should be contacted with any questions about these prescriptions. Also, any work in these areas beyond shoulder mowing must be coordinated with the Division Environmental Office in advance.

#### **Graham County**

**US 129** north of Robbinsville from near the intersection with Cochrans Creek Road (SR 1250) north approximately 6 miles to the USFS bridge has five short (75-650 feet) "no mow/no spray" zones posted on the riverside of the road. Also, there is one additional posted zone on the riverside of SR 1134 (Joyce Kilmer Road) just south of the penstock crossing. Long-arm mowing outside of the posted zones is permitted in alternate years from November 15 to April 1 along the river sides of US 129 and SR 1134 (Note: Mowing of any kind on the ROW sides away from the river is not restricted). The long-arm mower head/blades must not be lowered/angled down over the road bank toward the river. Rather, the cutting must be done from the roadway and at or above and level with the road grade. Unlike long-arm mowing, there is no restriction anywhere in the ROWs (including within no mow/no spray zones) on shoulder mowing with the exception that mowers should stay toward the road from any white wooden stakes (like those used in flower beds) within the posted zones (currently only sites 2 and JK1 have stakes).

**Cherohala Skyway (NC 143)** has four "no mow/no spray" posted sections to allow the regeneration of trees and tree limbs where the Federally Endangered Carolina Northern Flying Squirrels can cross the road. This squirrel needs trees so it can launch and glide across the road; it will not readily cross on the ground. Long-arm mowing and pesticide application is prohibited in the posted zones, but normal shoulder mowing of grass is not restricted.

### **Henderson-Rutherford County**

**Sugar Loaf Mountain Road, SR 1868 (1708) in Henderson County and SR 1189 in Rutherford** has a “no mow/no spray” sign placed about 0.25 mile west of the Henderson-Rutherford County line facing west. The posted zone extends from there approximately 1.5 miles into Rutherford County. Although posted, mowing should occur between November 15 and April 1 in alternate years. Mower blades should not be allowed to scalp the ground.

### **Jackson County**

**SR 1100 (Bullpen Road)** near its junction with NC 107 is posted as “no mow/no spray” Though posted, long-arm mowing should occur at least every other year between November 15 and April 1, but winter mowing every year is also acceptable. Mower blades should not be allowed to scalp the ground. (NOTE: Bull Pen Road from near McCall Road in Jackson County west to near the junction of SR 1606 and SR 1603 is currently maintained by the USFS. If maintenance reverts to NCDOT in the future, then the seasonal mowing requirement that applies to SR 1100 should apply to this stretch of Bull Pen Road as well).

**SR 1101 (McCall Road)** is included on the do not mow list, though it is currently not posted. But the same mowing prescription as for SR 1100 above applies.

### **Macon County**

**SR 1606 (Whiteside Cove Road)** is not posted, but the area of concern extends from the intersection of SR 1606 and SR 1603 in Macon County and proceeds east to the Jackson County line. Mowing should be done at least every other year between November 15 and April 1, but winter mowing every year is also acceptable. Mower blades should not be allowed to scalp the ground.

The north side of **SR 1424 (Clarke Road)** is a posted “no mow/no spray” zone from its intersection with SR 1359 (Lakey Creek Road) east about 300 feet to just past the bridge over Lakey Creek. Shoulder mowing in front of the guardrails and within 4 feet of the edge of pavement is allowable, but **long-arm mowing is prohibited**.

### **Polk County**

**SR 1136 (Skyuka Mountain Road)** has a “no mow/no spray” zone starting approximately 0.25 mile from the intersection of SR 1135 (Skyuka Road) and SR 1136 that proceeds up and over the mountaintop for approximately 5 miles onto White Oak Mountain Road/Drive. The road currently has a sign on the lower section near Skyuka Road and a sign at the upper limit near the lake and condominiums; additional signs interspersed on the road may be added. Although posted as a no-mow zone, mowing is allowed and actually environmentally-desirable under certain conditions. Shoulder mowing is permitted as needed in late summer provided it occurs only on the shoulders and to the ditches without cutting over and scraping into the cut-slopes along the road. Also, there is one short curve with white wooden stakes to restrict shoulder mowing to near the road. Shoulder mowing should be conducted annually from October 15 to November 15 to help control Japanese stilt grass, an invasive and exotic plant. Shoulder mowing should occur on SR 1190 during this period as well. Also, the ROW



should be long-arm mowed concurrently with the shoulder mowing (if possible) in alternate years from November 15 to April 1 to keep down woody plants. To do this, the long-arm mower target height is currently 12 inches; ground-scalping must be avoided as much as possible.

**Other Areas:**

*Riparian Areas* – In general, stream banks should not be mowed, especially on trout streams. Woody vegetation along streams provides food for stream life, prevents bank erosion, and provides shade that is needed to maintain the cold temperatures in trout streams. Therefore, where there is a safety issue, mowing should be limited to only that necessary to restore sight distance or to remove problem trees or shrubs that can be removed manually. Avoid laying the mower head down over the stream banks or manicuring the roadside near streams; keep the mower head level and at or above road plane in these areas.

*Stream/Wetland Mitigation Sites* – Listed below are several stream conservation areas adjacent to and sometimes within NCDOT ROWs where NCDOT is obligated to protect trees, shrubs, and other vegetation that are important to fish and wildlife. Long-arm mowing and spraying of any kind is prohibited in these areas without prior approval from the Division Environmental Office.

1. There are two stream conservation areas along **US 23 Business** east of Waynesville in **Haywood County**. There are no signs posted in these areas, but mowing and spraying adjacent to these areas must be limited to the shoulders and not extend beyond the existing maintained grass, which is within 12-15 feet of roadway edge/curbs.
2. There is a stream conservation area along **NC 107** east of Lake Glenville in **Jackson County**. This area includes about 1,300 feet of a tributary to Lake Glenville in two sections along the west side of NC 107 across the road from Blue Ridge Storage Units. There are no signs posted in these areas, but there are white wooden stakes along the edge of the conservation areas to serve as mowing guides. Mowing and spraying adjacent to the site must be limited to the road shoulders between the roadway and the mowing stakes.
3. There is a 685-foot long stream conservation area on Tarkiln Branch on the south side of **SR 1118 (Fred Breedlove Road)** in **Swain County**. There are no markers or posted signs here. Shoulder mowing is permissible along the road at the site (<6 feet from road edge), but long-arm mowing is prohibited past the shoulder.



SWAIN

129

Shoulder mowing not restricted except where excluded by white wooden stakes in No Spray/No Mow Zones.

SWAIN

28

SR 1247

SR 1248

SR 1249

SR 1284

SR 1246

ZONE 2

ZONE 1

GRAHAM

OUTSIDE of No Mow/No Spray Zones on river side of US 129 and SR 1134  
No spraying allowed. Long-arm mowing every other year from November 15 to April 1 only and with mower cutting at or above the plane of the road (do not lower mower head down over bank)

No Spray/No Mow Zones  
Are Marked at either end of zones with these signs.  
No Spraying and No long-arm mowing.



ZONE 3

129

SR 1242

SR 1214

ZONE 5

ZONE 4

SR 1159

SR 1129

SR 1250

JK1

SR 1134

SR 1135

SR 1146

OUTSIDE of No Mow/No Spray Zones on river side of US 129 and SR 1134  
No spraying allowed. Long-arm mowing every other year from November 15 to April 1 only and with mower cutting at or above the plane of the road (do not lower mower head down over bank)

alGlobe, GeoEye, i-tubed, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community

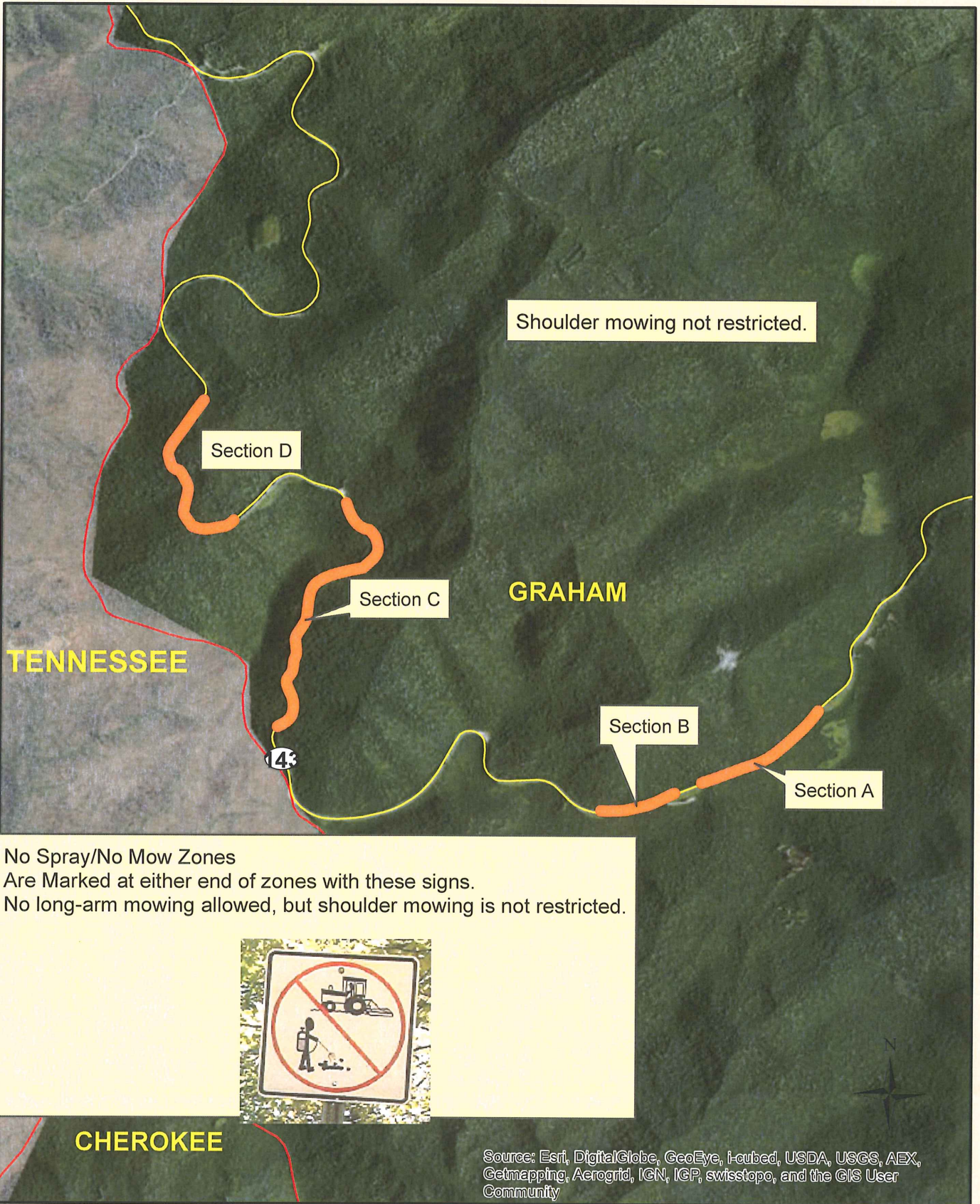
0 0.25 0.5  
Miles

Legend  
— Roads  
□ County Boundary

Graham County Cheoah River Gorge Below Santeetlah Lake  
No Mow/No Spray Zones between Cheoah River and US 129 - SR 1134  
And  
No Spray with Special Mowing Areas between Cheoah River and US 129 - SR 1134







0 0.25 0.5  
Miles

Legend  
— Roads  
— County Boundary

Graham County Cherohala Skyway NC 143  
No Mow/No Spray Sections





64

Each end of special mow zone marked with these signs.

**Special Mow Zones**  
No spraying allowed.  
Long-arm mowing  
every other year from November 15 to April 1 only  
and mower must avoid scalping ground.  
Shoulder mowing to ditchline not restricted.



**HENDERSON**

**RUTHERFORD**

**Special Mow Zones**  
No spraying allowed.  
Long-arm mowing  
every other year from November 15 to April 1 only  
and mower must avoid scalping ground.  
Shoulder mowing to ditchline not restricted.

**POLK**

Source: Esri, DigitalGlobe, GeoEye, i-cubed, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community

0 0.25 0.5  
Miles

— Roads  
— County Boundary  
— fedlands

**Special Mowing**  
SR 1868 (Sugarloaf Mountain Road), SR 1708, and SR 1189  
Henderson and Rutherford Counties





64

MACON

Most of Bull Pen Road is on USFS property and mowed by USFS.

Special Mow Zones  
No spraying allowed.  
Long-arm mowing  
every other year from November 15 to April 1 only  
and mower must avoid scalping ground.

JACKSON

107

SR 1603

SR 1606

SR 1109

SR 1104

SR 1103

SR 1101

SR 1100

SR 1102

MACON

NORTH CAROLINA

GEORGIA

Special Mow Zones  
No spraying allowed.  
Long-arm mowing  
every other year from November 15 to April 1 only  
and mower must avoid scalping ground.



Source: Esri, DigitalGlobe, GeoEye, i-cubed, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community

0 0.5 1 Miles

— Roads  
— County Boundary  
▨ fedlands

Special Mowing  
SR 1100 and SR 1101 Bull Pen Road  
SR 1606 (Whiteside Cove Road) and SR 1603  
Macon and Jackson Counties





# No Spray/No Mow Zones

Are Marked at either end of zones with these signs.

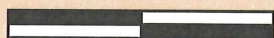
No long-arm mowing and no spraying.

Shoulder mowing allowed in front of guardrails or within 4 feet of pavement.



Source: Esri, DigitalGlobe, GeoEye, iCubed, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community

0 0.25 0.5



Miles

## Legend

- Roads
- County Boundary

**Macon County SR 1424 (Clarke Road)  
No Mow/No Spray Zone**





**Most of this road is currently mowed by Polk Maintenance Forces.**

Each end of special mow zone marked with these signs.

**Special Mow Zones**  
**No spraying allowed.**

**Long-arm mowing**  
every other year from November 15 to April 1 only  
and mower must avoid scalping ground.  
**Shoulder mowing to ditchline not restricted.**



Source: Esri, DigitalGlobe, GeoEye, i-cubed, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community

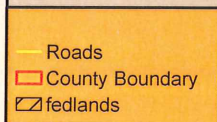
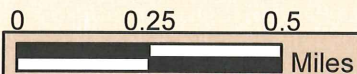
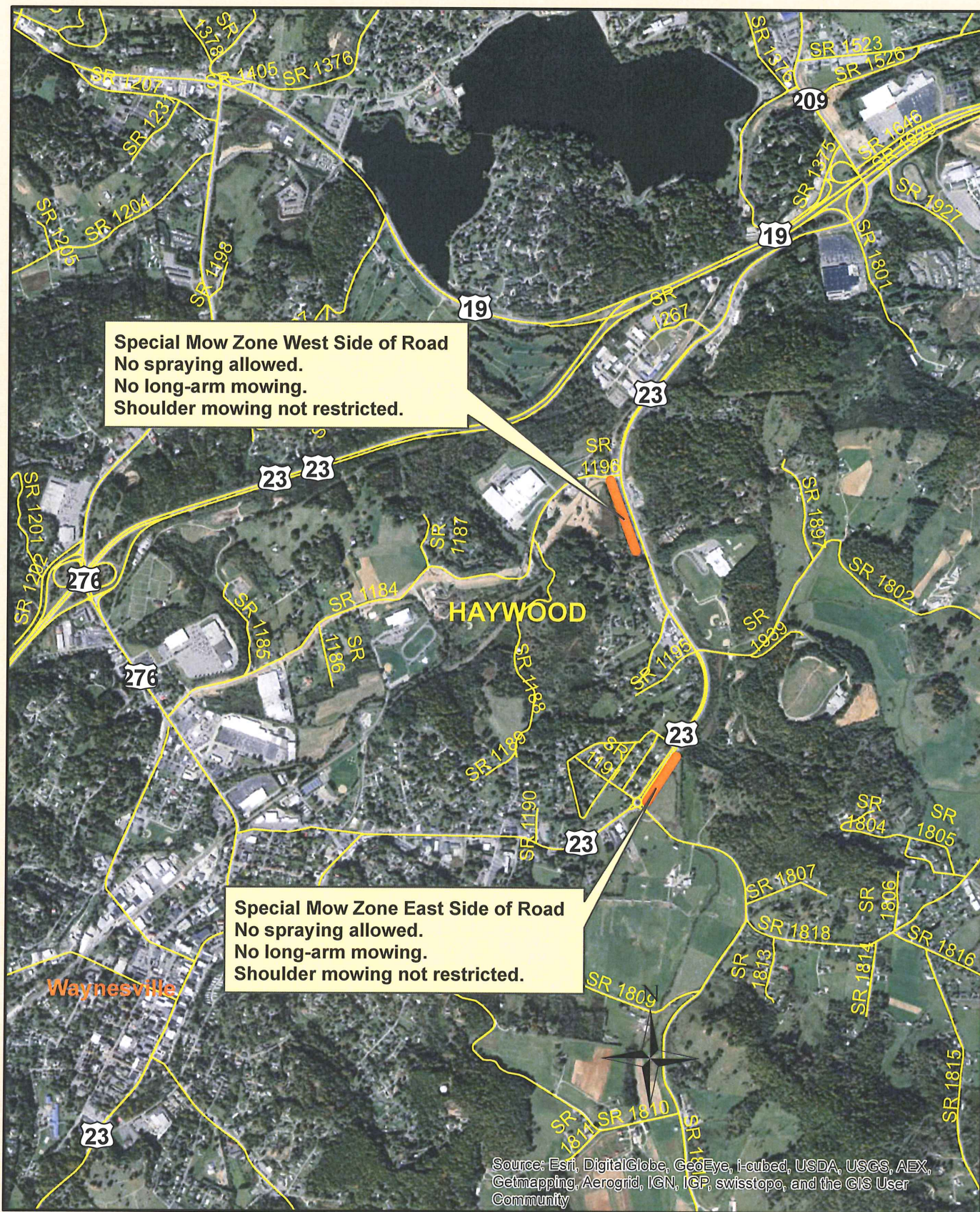
0 0.25 0.5  
Miles

— Roads  
— County Boundary  
— fedlands

**Special Mowing**  
**SR 1136 (Skyuka Mountain Road and White Oak Mountain Road)**  
**Polk County**







**Special Mowing  
 US 23 Business  
 Haywood County**







0 0.25 0.5  
Miles

- Roads
- ▬ County Boundary
- ▨ fedlands

**Special Mowing**  
**NC 107**  
**Jackson County**







0 0.25 0.5  
Miles

- Roads
- County Boundary
- fedlands

**Special Mowing**  
**SR 1118 (Fred Breedlove Road)**  
**Swain County**





## ITEMIZED PROPOSAL FOR CONTRACT NO. DN11880202

Line #	Section #	Item Description	Quantity	Units	Unit Price	Bid Amount
1	SP	SECONDARY LONG ARM MOWING ^ SMI	908.00	SMI		
2	1150	FLAGGER (DAILY)	30.00	MD		
3	SP	SUPPLEMENTAL LONG ARM MOWING ^ HR	100.00	HR		
4	SP	LONG ARM MOWING PRIMARY^ SMI	370.00	SMI		

**Total Amount Bid For Entire Project:**

\$

**ADDENDUM(S)**

ADDENDUM #1

I, \_\_\_\_\_  
(SIGNATURE)

representing \_\_\_\_\_

Acknowledge receipt of Addendum #1.

ADDENDUM #2

I, \_\_\_\_\_  
(SIGNATURE)

representing \_\_\_\_\_

Acknowledge receipt of Addendum #2.

ADDENDUM #3

I, \_\_\_\_\_  
(SIGNATURE)

representing \_\_\_\_\_

Acknowledge receipt of Addendum #3.

**EXECUTION OF BID****NON-COLLUSION, DEBARMENT AND GIFT BAN CERTIFICATION****CORPORATION**

The prequalified bidder being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with any bid or contract, that the prequalified bidder has not been convicted of violating *N.C.G.S. §133-24* within the last three years, and that the prequalified bidder intends to do the work with his own bona fide employees or subcontractors and will not bid for the benefit of another contractor.

By submitting this non-collusion, debarment and gift ban certification, the Contractor is attesting his status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

*N.C.G.S. §133-32* and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from any one with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

**SIGNATURE OF PREQUALIFIED BIDDER**

---

Full name of Corporation

---

Address as Prequalified

Attest \_\_\_\_\_ By \_\_\_\_\_  
Secretary/Assistant Secretary President/Vice President/Assistant Vice President  
(Select appropriate title) (Select appropriate title)

---

Print or type Signer's name

---

Print or type Signer's name

**CORPORATE SEAL**



**NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN CERTIFICATION  
PARTNERSHIP**

The prequalified bidder, being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with any bid or contract, that the prequalified bidder has not been convicted of violating *N.C.G.S. § 133-24* within the last three years, and that the prequalified bidder intends to do the work with its own bona fide employees or subcontractors and will not bid for the benefit of another contractor.

By submitting this non-collusion, debarment and gift ban certification, the Contractor is attesting his status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

*N.C.G.S. § 133-32* and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

**SIGNATURE OF PREQUALIFIED BIDDER**

---

Full Name of  
Partnership

---

Address as  
Prequalified

---

Signature of Witness

---

Signature of Partner

---

Print or Type Signer's Name

---

Print or Type Signer's Name

**NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN  
CERTIFICATION**

**LIMITED LIABILITY COMPANY**

The prequalified bidder, being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with any bid or contract, that the prequalified bidder has not been convicted of violating *N.C.G.S. § 133-24* within the last three years, and that the prequalified bidder intends to do the work with its own bona fide employees or subcontractors and will not bid for the benefit of another contractor.

By submitting this non-collusion, debarment and gift ban certification, the Contractor is attesting his status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

*N.C.G.S. § 133-32* and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

**SIGNATURE OF PREQUALIFIED BIDDER**

---

Full Name of Firm

---

Address as Prequalified

---

Signature of Witness

---

Signature of Member/Manager/Authorized Agent  
(*Select appropriate Title*)

---

Print or Type Signer's Name

---

Print or Type Signer's Name

**NON-COLLUSION, DEBARMENT AND GIFT BAN CERTIFICATION****JOINT VENTURE (2) or (3)**

The prequalified bidder, being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with any bid or contract, that the prequalified bidder has not been convicted of violating *N.C.G.S. § 133-24* within the last three years, and that the prequalified bidder intends to do the work with its own bona fide employees or subcontractors and will not bid for the benefit of another contractor.

By submitting this non-collusion, debarment and gift ban certification, the Contractor is attesting his status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

*N.C.G.S. § 133-32* and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

**SIGNATURE OF PREQUALIFIED BIDDER**

Instructions: **2 Joint Venturers** Fill in lines (1), (2) and (3) and execute. **3 Joint Venturers** Fill in lines (1), (2), (3) and (4) and execute. On Line (1), fill in the name of the Joint Venture Company. On Line (2), fill in the name of one of the joint venturers and execute below in the appropriate manner. On Line (3), print or type the name of the other joint venturer and execute below in the appropriate manner. On Line (4), fill in the name of the third joint venturer, if applicable and execute below in the appropriate manner.

(1)	Name of Joint Venture
(2)	Name of Contractor
	Address as Prequalified
	BY
Signature of Witness or Attest	Signature of Contractor
Print or Type Signer's Name	Print or Type Signer's Name
<i>If Corporation, affix Corporate Seal</i>	AND
(3)	Name of Contractor
	Address as Prequalified
	BY
Signature of Witness or Attest	Signature of Contractor
Print or Type Signer's Name	Print or Type Signer's Name
<i>If Corporation, affix Corporate Seal</i>	AND
(4)	Name of Contractor
	Address as Prequalified
	BY
Signature of Witness or Attest	Signature of Contractor
Print or Type Signer's Name	Print or Type Signer's Name
<i>If Corporation, affix Corporate Seal</i>	

**NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN  
CERTIFICATION**

**INDIVIDUAL DOING BUSINESS UNDER A FIRM NAME**

The prequalified bidder, being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with any bid or contract, that the prequalified bidder has not been convicted of violating *N.C.G.S. § 133-24* within the last three years, and that the prequalified bidder intends to do the work with its own bona fide employees or subcontractors and will not bid for the benefit of another contractor.

By submitting this non-collusion, debarment and gift ban certification, the Contractor is attesting his status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

*N.C.G.S. § 133-32* and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

**SIGNATURE OF PREQUALIFIED BIDDER**

Name of Prequalified Bidder

\_\_\_\_\_  
Individual Name

Trading and Doing Business As

\_\_\_\_\_  
Full name of Firm

\_\_\_\_\_  
Address as Prequalified

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Signature of Prequalified Bidder, Individual

\_\_\_\_\_  
Print or Type Signer's Name

\_\_\_\_\_  
Print or Type Signer's Name

**NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN  
CERTIFICATION**

**INDIVIDUAL DOING BUSINESS IN HIS OWN NAME**

The prequalified bidder, being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with any bid or contract, that the prequalified bidder has not been convicted of violating *N.C.G.S. § 133-24* within the last three years, and that the prequalified bidder intends to do the work with its own bona fide employees or subcontractors and will not bid for the benefit of another contractor.

By submitting this non-collusion, debarment and gift ban certification, the Contractor is attesting his status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

*N.C.G.S. § 133-32* and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

**SIGNATURE OF PREQUALIFIED BIDDER**

Name of Prequalified Bidder \_\_\_\_\_

Print or Type Name

\_\_\_\_\_  
Address as Prequalified

\_\_\_\_\_  
Signature of Prequalified Bidder, Individually

\_\_\_\_\_  
Print or type Signer's Name

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Print or type Signer's name

**DEBARMENT CERTIFICATION OF PREQUALIFIED BIDDER**

Conditions for certification:

1. The prequalified bidder shall provide immediate written notice to the Department if at any time the bidder learns that his certification was erroneous when he submitted his debarment certification or explanation that is file with the Department, or has become erroneous because of changed circumstances.
2. The terms *covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded*, as used in this provision, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. A copy of the Federal Rules requiring this certification and detailing the definitions and coverages may be obtained from the Contract Officer of the Department.
3. The prequalified bidder agrees by submitting this form, that he will not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in NCDOT contracts, unless authorized by the Department.
4. For Federal Aid projects, the prequalified bidder further agrees that by submitting this form he will include the Federal-Aid Provision titled *Required Contract Provisions Federal-Aid Construction Contract (Form FHWA PR 1273)* provided by the Department, without subsequent modification, in all lower tier covered transactions.
5. The prequalified bidder may rely upon a certification of a participant in a lower tier covered transaction that he is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless he knows that the certification is erroneous. The bidder may decide the method and frequency by which he will determine the eligibility of his subcontractors.
6. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this provision. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
7. Except as authorized in paragraph 6 herein, the Department may terminate any contract if the bidder knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available by the Federal Government.

**DEBARMENT CERTIFICATION**

The prequalified bidder certifies to the best of his knowledge and belief, that he and his principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records; making false statements; or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph b. of this certification; and
- d. Have not within a three-year period preceding this proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- e. Will submit a revised Debarment Certification immediately if his status changes and will show in his bid proposal an explanation for the change in status.

If the prequalified bidder cannot certify that he is not debarred, he shall provide an explanation with this submittal. An explanation will not necessarily result in denial of participation in a contract.

Failure to submit a non-collusion affidavit and debarment certification will result in the prequalified bidder's bid being considered non-responsive.

☐

Check here if an explanation is attached to this certification.

DN11880202

U-1

Jackson

**Execution of Contract**

**Contract No: DN11880202**

**County: Jackson**

ACCEPTED BY THE DEPARTMENT

-----  
**Proposals Engineer**

-----  
Date

EXECUTION OF CONTRACT AND BONDS  
APPROVED AS TO FORM:

-----  
**Division Engineer**

-----  
Date

Signature Sheet (Bid) - ACCEPTANCE SHEET